

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   20</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">19-Jun-2007</div>		4. REQUISITION/PURCHASE REQ. NO. W34GM170790001		5. PROJECT NO.(If applicable)	
6. ISSUED BY DIRECTORATE OF CONTRACTING ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-5334		CODE W91248		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W91248-07-R-0009	
				X		9B. DATED (SEE ITEM 11) 13-Jun-2007	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <div style="font-weight: bold;">See Attached.</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  20-Jun-2007	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

Reference Solicitation Number W91248-07-R-0009, Construction of Pre-Engineered Steel Buildings, Fort Campbell, Kentucky is amended as follows:

1. Bid opening date and time remains unchanged.
2. Bid Schedule, Pages 3 through 5, are hereby replaced with the attached Pages 3 through 5.
3. Section 00100, Instructions to Offerors, Pages 10 – 12 and 14, are hereby replaced with the attached Pages 11 – 13 and 15.
4. Section 00600, Representations and Certifications, Page 15 is hereby replaced with the attached Page 15.
5. Section 00700, Contract Clauses, Pages 18 – 19 are hereby replaced with the attached Pages 18 – 19.
6. Special Provisions, Pages 30 and 39 are hereby replaced with the attached Pages 30 and 39.
7. Technical Provisions, Pages 47, 92, and 93 are hereby replaced with the attached Pages 47, 92, and 93.
8. Price Book/List, Line Items 0019, 1019, and 2019 are revised to read: “Fee for Accelerated Performance for 120 Day Turn around time”; replacement pages are attached.
9. Drawings, Sheets 1 through 20, are hereby replaced with revised Drawings, Sheets 1 through 20; Drawings can be accessed on the website: <https://doc.campbell.army.mil>.
10. All replacement pages are annotated with a line in the right margin to denote where changes occurred.
11. All other terms and conditions of the solicitation/resulting contract remain unchanged.

## Section 00010 - Solicitation Contract Form

The contractor shall provide all labor, supplies/materials, and equipment necessary to Construct Pre-Engineer Steel Buildings, Postwide, as specified herein, Fort Campbell, Kentucky

## Base Year

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
0001	Multiplier for Tennessee	1.00

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
0002	Multiplier for Kentucky	1.00

ITEM NO	SUPPLIES/SERVICES	LABOR RATE
0003	Labor Rate	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED AMOUNT
0004	Materials	\$10,000.00

ITEM NO	SUPPLIES/SERVICES	BOND PERCENTAGE RATE
0005	Bond Percentage Rate	_____

## FIRST OPTION PERIOD

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
1001 OPTION	Multiplier for Tennessee	1.00

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
1002 OPTION	Multiplier for Kentucky	1.00

ITEM NO	SUPPLIES/SERVICES	LABOR RATE
1003		\$ _____
OPTION	Labor Rate	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED AMOUNT
1004		\$10,000.00
	Materials	

ITEM NO	SUPPLIES/SERVICES	BOND PERCENTAGE RATE
1005		_____
OPTION	Bond Percentage Rate	

### SECOND OPTION PERIOD

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
2001		1.00
OPTION	Multiplier for Tennessee	

ITEM NO	SUPPLIES/SERVICES	MULTIPLIER
2002		1.00
OPTION	Multiplier for Kentucky	

ITEM NO	SUPPLIES/SERVICES	LABOR RATE
2003		\$ _____
OPTION	Labor Rate	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED AMOUNT
2004		\$10,000.00
	Materials	

ITEM NO	SUPPLIES/SERVICES	BOND PERCENTAGE RATE
2005		_____
OPTION	Bond Percentage Rate	

#### Notes:

1. Estimated Annual Value Per Year: \$1,000,000.00
2. Breakout of Work: Approximately 50% of construction work will be performed in Tennessee and Approximately 50% of construction work will be performed in Kentucky.
3. Bonds:

a. Bid Bond. A bid bond is required for the total contract price in the amount of 20% of the Estimated Value of the Contract, which is \$1 Million per year. This equates to \$3 Million for a Base Year and Two Option Periods. Therefore, a bid bond in the amount of 20% of \$3 Million is required for this solicitation/contract.

b. Performance and Payment Bonds (See Line Item 0005 and its Subsequent Line Items): Performance and Payment Bonds will be paid based upon the percentage annotated on Line Item 0005 and its subsequent Line Items.

4. Labor Rate and Materials Line Items (See Line Item 0003 and 0004 its subsequent Line Items):

a. Labor Rate (Line Item 0003 and its subsequent Line Items): Labor Rate will be used to order any work that may be required by the government that is not contained in the price book/List; the Labor Rate shall be used for any labor category, i.e., Carpentry, Masonry Work, Mechanical Work, and Electrical Work. Offerors shall enter a Labor Rate that is FULLY BURDEN and includes all wages, indirect cost, general and administrative, profit, and other costs associated with performing the work (See Contract Clause 52.232-7, Payment Under Time-and-Material and Labor-Hour Contracts).

b. Materials (Line Item 0004 and its subsequent Line Items): Contractor will be paid for the ACTUAL COSTS OF MATERIALS; all materials purchased must be supported by an invoice for payment to be made (See Contract Clause 52.232-7, Payment Under Time-and-Material and Labor-Hour Contracts).

NOTE: Labor Rate and Materials Line Items will only be used if priced items listed in the Price Book/List are unavailable and only as a one-time requirement.

5. Price Book/List (The Price Book/List for this Contract Follows)/Multiplier: **THE OFFEROR SHALL PROVIDE PRICES FOR ALL ITEMS CONTAINED IN THE PRICE BOOK/LIST.** Prices provided shall be fully burdened and contain Labor, Materials, Equipment, Overhead/General & Administration, and Profit. The Government has provided a Multiplier of 1.00 which is listed on the Bid Schedule. In processing a delivery order, the offeror's prices provided in the price book/list will be multiplied by the Multiplier of 1.00 and any labor or materials (CLINS 0003 and 0004) added and then the bond percentage rate will be applied to the subtotal to arrive at a total price. See below sample of how total price will be calculated:

Selected Items in Price Book/List
Subtotal
Multiplier
Subtotal
Labor
Materials
Subtotal
Bond Percentage Rate
Total Price

6. Period of Performance for Delivery Orders: Period of performance for individual delivery orders will be negotiated based upon the complexity and amount of work ordered.

**NOTES: PRICE BOOK/LIST IS AT EXHIBIT 1  
SAMPLE DELIVERY ORDERS IS AT ATTACHMENT A**

c. **OFFEROR'S ADDRESS** - Prospective offerors should indicate in the proposal, the address to which payment and/or correspondence should be mailed, if such address is different from that shown for the offeror.

d. **MODIFICATIONS PRIOR TO DATE SET FOR OPENING PROPOSALS** - The right is reserved as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for opening proposals.

e. **UTILITIES** - Utility services (reasonable amounts of water and electricity) required on the job site for accomplishment of the work will be furnished at no cost to the contractor; however, the Government will make no connections or alterations to the existing utility facilities for accomplishment of this work and any changes required by the contractor will be at his expense and at no additional cost to the Government. Utilities for office and/or storage buildings or areas will be billed to the contractor monthly and will not be furnished free of charge.

f. **PROPOSAL MATERIAL** - Specifications, drawings and proposal forms can be obtained at no cost from the Directorate of Contracting Home Page at [www.campbell-doc.army.mil](http://www.campbell-doc.army.mil).

g. **NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES**

(1) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(2) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case.

(3) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of this solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

ODS Identified	Specification/Standard	Disposition
	None	

h. **NOTICE** - The following bid information is applicable only if bid is **over one hundred thousand dollars (\$100,000)**:

(1) **BID BONDS**: This is applicable only if proposal is over one hundred thousand dollars (\$100,000). Each bidder shall submit with his proposal a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000) whichever is lesser. The bid bond penalty may be expressed in terms of a percentage or may be expressed in dollars and cents.

(2) **PERFORMANCE BONDS:** Within ten (10) days after receipt of contract award to the offeror whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Performance bond (Standard Form 25). The penal sum of such bond shall equal one hundred percent (100%) of the contract price.

(3) **PERFORMANCE BONDS.** The penal amount of the performance bond shall equal one hundred percent (100%) of the contract price.

(4) **PAYMENT BONDS:** Within ten (10) days after receipt of contract award to the Offerder whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Payment Bond (Standard Form 25A). The penal amount of such bonds shall be one hundred percent (100%) of the contract price

(5) The following information is applicable only if offer is between twenty-five thousand dollars (\$25,000.00) and one hundred thousand dollars (\$100,000.00). The following payment protections shall be submitted by the contractor:

- a. A Payment Bond
- b. An irrevocable letter of credit (ILC)

(6) **INDIVIDUAL SURETIES** will not be accepted for construction contracts. Only bonds from corporation or financial institutions will be recognized as responsive to the submission for Offer bonds or performance and payment bonds. Prospective contractors whose Offers are accompanied by an Individual Surety will therefore be rejected as nonresponsive and not considered for award.

**i. EXPLANATION OF PROVISION/CLAUSE NUMBERS UTILIZED IN THIS SOLICITATION:**

(1) When the seventh digit of the provision/clause number is a "0", this indicates a provision/clause from the Federal Acquisition Regulation (FAR), e.g., 52.0252-0007.

(2) Where the seventh digit of a provision/clause number is a "7", this indicates a provision/clause from the Defense Acquisition Regulation Supplement (DFARS), e.g., 52.252-7007.

(3) Where the seventh digit of a provision/clause number is a "9", this indicates a provision/clause from the Army Federal Acquisition Regulation Supplement (AFARS), e.g., 52.0252-9007.

**NOTE:** A local Fort Campbell, KY provision/clause may be used where a provision/clause number has not been established by the FAR, DFARS or AFARS. A local provision/clause may also be used to update FAR, DFARS or AFARS provision/clauses for which changes have not been entered into the **Procurement Desktop Defense (PD2)**. Examples of provision/clause numbers above are for information only and do not reflect actual provision/clause numbers.

**j. ADDITIONAL INSTRUCTIONS: SUBMISSION/CONTENT OF PROPOSAL, EVALUATION FACTORS, AND AWARD OF CONTRACT.**

(1). **SUBMISSION OF PROPOSAL.** Offerors shall prepare and submit proposals in separate parts and in the number indicated below in order to provide all necessary information for a comprehensive evaluation of Experience, Past Performance, and Analysis of Price/Cost as follows:

(a). Part 1 - Standard Form 1442, Solicitation, Offer and Award, Bid Bond, & Representation and Certifications - 1 Copy

(b). Part II – Technical/Experience and Past Performance – 4 Copies

(c ). Part III – Pricing Proposal - Bid Schedule with Labor Rate, Bond Percentage Rate, Price Book/List, and Bid Schedules for Sample Delivery Orders - 2 Copies

**(ALSO, ONE (1) MEDIA COPY OF THE OFFEROR'S COMPLETED PRICE BOOK/LIST SHALL BE PROVIDED IN MICROSOFT EXCEL)**

Any revisions, if required, shall be submitted as replacement pages. **All replacement pages shall have revised text** readily identifiable, e.g. bold print or underlined. Revised/replacement pages shall be numbered, dated, and submitted in the number of copies stated above.

The proposal, all revisions, representations & certifications, & other requested information shall be submitted prior to the time set forth on the Standard Form 1442, Block 13 of the solicitation.

**Information will also be considered regarding any subcontracting and teaming arrangements who have provided letters of intent and/or appropriate documentation concerning teaming arrangements.**

(2). CONTENT OF PROPOSAL.

(a). Part I – See Paragraph (1)(a) above.

(b). Part II – Technical/Experience and Past Performance.

1. Technical/Experience Proposal – The offeror must submit a list of recent (within the past three (3) years) and relevant contracts/subcontracts (not to exceed 10) that demonstrate an ability to perform the work described in the solicitation; specifically, the contracts should demonstrate experience in Constructing Pre-Engineered Steel Buildings of Various Types as identified in the specifications. Offerors who are newly formed entities should list the project experience of key personnel. The list of contracts showing past experience must contain the following information.

**Name of Customer, Contracting Activity, or Private Company**  
**Contract Number/Contract Type**  
**Total Contract Value**  
**Period of Performance**  
**Point of Contact and Telephone Number (At Least Two Points of Contacts)**  
**List of Major Subcontractor (if applicable)**  
**Description of Work Performed, How Work Performed is Relevant to**  
**Work Required Under this Contract, and Type of Pre-Engineered Building**  
**Constructed**  
**Percentage of Work Performed by Prime Contractor**

This factor will be evaluated on the basis of the Offeror's relevant experience during the past three (3) years. The Government will determine whether the Offeror's experience on past contracts are similar in size, scope, and complexity as the work required under this solicitation. Similar experience from current or previous contracts will be compared with the scope of work as outlined in Specifications. The Government has the right to verify information provided under this factor.

2. Past Performance. The offeror shall submit a reference list containing the same information requested in paragraph (b)1., above. Past Performance consist of three (3) sub-factors, which are of equal importance, as follows:

Quality of Products/Services  
**Timeliness of Performance**  
 Business Relations



Technical/Experience and Past Performance are of equal importance.

Within the Past Performance, the sub-factors (Quality of Products/Services, Timeliness of Performance, and Business Relations) are considered to be equally important.

Technical/Experience and Past Performance when combined are approximately equal to Cost/Price.

(4). AWARD OF CONTRACT. The Government intends to evaluate proposals in accordance with FAR **52.215-1**, Instruction to Offerors-Competitive Acquisitions; FAR 52.217-5, Evaluation of Options; and the Evaluation Factors outlined in the solicitation. Award will be made for the Base Year to one offeror that represents the best value to the government and the offeror which is considered to be most advantageous to the Government. Further, the government intends to evaluate proposals and award a contract without discussions. Therefore, initial proposals should contain the offeror's best terms from a price/cost, experience, and past performance standpoint.

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236210**.

(2) The small business size standard is **\$31 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use with **180 days f or each Building or as negotiated by both parties**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \*\* \$204.87 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the

Termination clause.

(End of clause)

**\*\* Liquidated Damages Rate is for each Delivery Order.**

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \*\* through \*\*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

\*\* Exact date of ordering will be cited upon contract award

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Building; , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 5 Buildings;

(2) Any order for a combination of items in excess of 10 Buildings; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**materials installed or used** without required approval shall be at the risk of subsequent rejection and tearout. (See Contract Clause entitled “Material and Workmanship” (APR 1984)(FAR 52.236-5)).

<b>TECHNICAL PROVISION DESCRIPTION &amp; PARAGRAPH NUMBER</b>	<b>DESCRIPTION</b>
<b>TECHNICAL PROVISIONS</b> <b>SECTION 010000</b> <b>Paragraph 8</b>	<b>Quality Control Plan</b>
<b>CONSTRUCTION AND DEMOLITION</b> <b>WASTE MANAGEMENT</b> <b>SECTION 017419</b> <b>Paragraph 1.3</b>	<b>Waste Management Plan</b>
<b>CONCRETE FOR MINOR STRUCTURES</b> <b>SECTION 033004</b> <b>Paragraph 1.2</b>	<b>Manufacturer’s Product Data</b> <b>Test Reports – Concrete</b> <b>Certificates – Cementitious Materials</b>
<b>UNIT MASONRY</b> <b>SECTION 042020</b> <b>Paragraph 1.2</b>	<b>Shop Drawings – Structural Masonry</b> <b>Product Data – Insulation, Flashing, Water-</b> <b>Repellant Admixture, Cold Weather</b> <b>Installation</b> <b>Test Reports – Efflorescence Test</b> <b>Certificates – Concrete Masonry Units,</b> <b>Mortar Coloring, Insulation, Precase</b> <b>Concrete Items, Admixture for Masonry</b> <b>Mortar, Admixture for Grout, Certificate of</b> <b>Compliance for Materials</b>
<b>METAL: MISCELLANOUES AND</b> <b>FABRICATION</b> <b>SECTION 055000</b> <b>Paragraph 1.2</b>	<b>Shop Drawings – Fabrication Drawings of</b> <b>Steel Stairs, Installation Drawings for Floor</b> <b>Grating and Roof Walkways, Handrails,</b> <b>and Ladders.</b> <b>Product Data – Access Doors and Panels,</b> <b>Cover Plates and Frames, Steel Stairs, Steel</b> <b>Stairs, Circular</b>
<b>ROUGH CARPENTRY</b> <b>SECTION 061000</b> <b>Paragraph 1.2</b>	<b>Shop Drawings – Structural Laminated</b> <b>Members, Fabricated Wood Trusses,</b> <b>Engineered Wood Joists and Rafters, Other</b> <b>Fabricated Structural Members, Shop</b> <b>Fabrication, Field Erection Detail and</b>

**SP 8. ALTERNATIVE DISPUTE RESOLUTION (ADR).** “In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR, Pub. L. 101-552, the Contracting Officer will try to resolve all posts award acquisition issues in controversy by mutual agreement of the parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.”

**SP 9. EXCAVATION AND UTILITY CLEARANCE.** The Public Works Business Center shall obtain, and ensure that the contractor is provided with necessary excavation and utility clearances. The contractor shall request such clearances in writing to the contracting office not less than ten (10) calendar days prior to the date which he anticipates commencement of work. It shall be the contractor’s responsibility to pick up such clearances at the Public Works Business Center, Contract Management Branch, Building 846, Fort Campbell, KY. The contractor will not proceed with excavation of any kind until he has accomplished the following:

- a. Obtained required clearance. Clearances will be valid for 180 days from date of issue of delivery orders or as otherwise directed by the issuing authority.**
- b. Obtained drawing(s) showing all utilities within the proposed work area(s).
- c. Obtained approval of completed staking in the field by the Engineers for the work area affected.

SECTION 01 00 00

TECHNICAL PROVISIONS

DOCUMENT NO. FE10189-6J

**REQUIREMENTS CONTRACT  
FOR PRE-ENGINEERED BUILDINGS**

1 SCOPE: The work covered by these specifications consists in furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the **Requirements Contract FOR PRE-ENGINEERED BUILDINGS**, complete, in strict accordance with Drawing No.7860, these specifications and special conditions which are subject to the terms and conditions of this contract.

2 Scope of Work: Construct multiple pre-engineered steel buildings as defined below to include site preparation, concrete foundations, interior finishes, plumbing, heating, ventilation and air conditioning, electrical lighting, power wiring, service panels and exterior utilities as detailed on the construction plans, specifications and as shown in the bid schedule.

2.1 Contractor shall be required to construct the following utilizing an indefinite delivery indefinite quantity type contract (Reference specification Section 13 34 19 – Pre-engineered Metal Buildings):

- Pre-designed facilities warehouse (Type A or Type D)
- Pre-designed vehicle maintenance shop (Type B or Type C)
- Miscellaneous types of buildings which may consist of admin facilities, special use type maintenance facilities, or combination of all of the above.

2.2 Separate delivery orders will be issued for each site and building utilizing items from the bid schedule to provide a complete and usable facility. Each item should include a proportionate amount of Contractor general overhead expense and profit which is desired. Contractor will be required to verify and confirm that the government's quantities for each delivery order are reasonable and represent an accurate estimate based upon the detailed plans.

2.3 Definition and scope of work for each item within the bid schedule are as follows:

2.3.1 Construct pre-engineered, pre-designed steel building as indicated on drawings, as hereinafter described and as follows:

70' x 75' x 18' for ITEM 0001AA and ITEM 0001AB,

70' x 50' x 18' for ITEM 0001AC,

70' x 75' x 14' for ITEM 0001AD

All the above shall have 26-ga. conventional screwed down roof system and 26-ga.

Conventional exposed fastener wall panels complete with gutters, downspouts, interior offices, mechanical and electrical systems. Additional items, ITEM 0001AE, ITEM 0001AF, and ITEM 0001AG, below alter the configuration as described. Interior utilities shall be stubbed five feet outside building foundation as detailed on the construction drawings. Connection to exterior utilities shall be made under separate items. Unless otherwise stated or included in a separate bid item, the Contractor shall include with ITEM 0001AA, ITEM 0001AB, ITEM 0001AC, ITEM 0001AD, ITEM 0001AE, ITEM 0001AF, and ITEM 0001AG all general requirements for the construction of a facilities warehouse or vehicle maintenance facility. General requirements may include, but are not limited to, mobilization,

	Shale)
ASTM C 641	(1998e1) Staining Materials in Lightweight Concrete Aggregates
ASTM C 652	(2004a) Hollow Brick (Hollow Masonry Units Made from Clay or Shale)
ASTM C 67	(2003a) Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile
ASTM C 744	(2005) Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units
ASTM C 780	(2005) Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry
ASTM C 90	(2005a) Standard Specification for Loadbearing Concrete Masonry Units
ASTM C 91	(2005) Standard Specification for Masonry Cement
ASTM C 94/C 94M	(2004a) Standard Specification for Ready-Mixed Concrete
ASTM D 2000	(2005) Standard Classification System for Rubber Products in Automotive Applications
ASTM D 2240	(2005) Standard Test Method for Rubber Property – Durometer Hardness
ASTM D 2287	(1996; R 2001) Standard Specification for Non-rigid Vinyl Chloride Polymer and Copolymer Molding and Extrusion Compounds
ASTM E 514	(2003) Water Penetration and Leakage Through Masonry

INTERNATIONAL CODE COUNCIL (ICC)

ICC IPC	(2003) International Plumbing Code
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U.S. ARMY CORPS OF ENGINEERS (USACE)

TI 809-04	(1998) Seismic Design for Buildings
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1.2 SUBMITTALS

**Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.**

SUBMITTAL PROCEDURES:



## SD-02 Shop Drawings

**Structural Masonry[; G] Drawings including plans, elevations, and details of wall reinforcement; details** of reinforcing bars at corners and wall intersections; offsets; tops, bottoms, and ends of walls; control and expansion joints; lintels; and wall openings. Bar splice locations shall be shown. If the Contractor opts to furnish inch-pound CMU products, drawings showing elevation of walls exposed to view and indicating the location of all cut CMU products shall be submitted for approval. Bent bars shall be identified on a bending diagram and shall be referenced and located on the drawings. Wall dimensions, bar clearances, and wall openings greater than one masonry unit in area shall be shown. No approval will be given to the shop drawings until the Contractor certifies that all openings, including those for mechanical and electrical service, are shown. If, during construction, additional masonry openings are required, the approved shop drawings shall be resubmitted with the additional openings shown along with the proposed changes. Location of these additional openings shall be clearly highlighted. The minimum scale for wall elevations shall be 1 to 50. 1/4 inch per foot. Reinforcement bending details shall conform to the requirements of ACI SP-66.

## SD-03 Product Data

Insulation G,

Flashing; G

Water-Repellant Admixture; G – Manufacturer's descriptive data.

Cold Weather Installation; G, Cold weather construction procedures.

## SD-06 Test Reports

Efflorescence Test; G

Test reports from an approved independent laboratory. Test reports on a previously tested material shall be certified as the same as that proposed for use in this project.

## SD-07 Certificates

Concrete Masonry Units (CMU)

Mortar Coloring

Insulation

Precast Concrete Items

Admixtures for Masonry Mortar

Admixtures for Grout

Certificates of compliance stating that the materials meet the specified requirements.

### 1.3 RESERVED

1.4 DELIVERY, HANDLING, AND STORAGE – Materials shall be delivered, handled, stored, and protected to avoid chipping, breakage, and contact with soil or contaminating material.

1.4.1 Masonry Units – Cover and protect moisture-controlled concrete masonry units and cementitious materials from precipitation. Conform to all requirements of ASTM C 90. Prefabricated

[illegible]

[illegible]

[illegible]